

DOCKET NO.: NHH-CV18-6008208-S : **SUPERIOR COURT**
: **HOUSING SESSION**

TAOM HERITAGE NEW HAVEN LLC : **JUDICIAL DISTRICT OF NEW HAVEN**

VS. : **AT NEW HAVEN**

FUUN HOUSE PRODUCTIONS, LLC, ET
AL. : **OCTOBER 12, 2018**

AMENDED COMPLAINT

Count One: Lapse of Time
(as to all Defendants)

1. The Plaintiff, TAOM Heritage New Haven LLC, is an Oregon limited liability company with a place of business at 2250 NW 22nd Avenue, Suite 602, Portland, Oregon.
2. The Defendant, Fuun House Productions, LLC (“Fuun House Productions”), is a Connecticut limited liability company with a place of business at 85 St. John Street, New Haven, Connecticut.
3. The Defendant, Peter V. Forchetti (“Forchetti,” together with Fuun House Productions, collectively, the “Defendants”), is an individual with an address of 5 Ironwood Way, Orange, Connecticut.
4. T.S.J., Inc. d/b/a TSJ Incorporated (“TSJ”), as landlord, and Richard A. Simonelli (“Simonelli”), John E. Kraft (“Kraft”) and Fuun House Productions – of which, at the time, Simonelli and Kraft owned 100% – collectively, as tenants, are parties to a certain lease dated March 21, 2002 (the

“Lease”) under which the tenants leased space (the “Premises”) located at 85 Saint John Street, New Haven, Connecticut (the “Property”). A true and authentic copy of the Lease is incorporated by reference as Exhibit A and has been filed and served upon all appearing parties pursuant to P. B. § 10-29.

5. In June 2018, Plaintiff acquired the Property from TSJ, and, by virtue of a certain Assignment and Assumption of Lease dated June 28, 2018 (the “Assignment”), took an assignment of the Lease. A true and authentic copy of the Assignment is incorporated by reference as Exhibit B and has been filed and served upon all appearing parties pursuant to P. B. § 10-29.

6. In or about 2002, Simonelli, Kraft and Fuun House Productions took possession of the Premises pursuant to the Lease. Thereafter, Simonelli and Kraft sold their interests in Fuun House Productions and abandoned the Premises.

7. Upon information and belief, in or about 2016, following a series of membership interest sales, Forchetti, upon information and belief, came to solely own Fuun House Productions, and at such time took possession of the Premises in addition to Fuun House Productions.

8. The term of the Lease expired on March 31, 2017.

9. Following the expiration of the Lease, the Defendants remained in possession of the Premises. In case of holdover, the Lease provides as follows:

After the expiration of the term of this Lease or any renewals hereof, if the Tenant does not vacate the demised premises, then such holding over by the Tenant shall

not constitute a renewal or extension of this Lease. In such event, the Landlord, at the Landlord's option, may treat the Tenant as a tenant occupying the demised premises on a month-to-month basis, subject to all the terms, covenants and conditions of this Lease, except as to the term thereof and the rent to be paid.

Lease, Art. 27, § 1.

10. TSJ consented to the Defendants' holdover, thereby giving rise to a month-to-month tenancy. The term of the month-to-month tenancy (the "Month-to-Month Lease") commenced and terminated on, respectively, the first and last days of each month thereafter.

11. The Month-to-Month Lease for the month of July expired by lapse of time.

12. On July 31, 2018, the Plaintiff caused a notice to quit to be duly served on the Defendants to quit possession of the Premises on or before August 6, 2018 as required by law, a copy of which was attached to the Plaintiff's original Complaint as Exhibit C and is incorporated herein by reference.

13. The time designated in the Notice to Quit for the Defendants to render possession of the Premises to the Plaintiff passed, and the Defendants have continued in possession of same.

**Count Two: Once had the Right or Privilege to Occupy the Premises
(as to all Defendants)**

1-8. Paragraphs 1 through 8 of Count One are incorporated as Paragraphs 1 through 8 of this Count Two.

9. Following the expiration of the Lease, the Defendants have remained in possession of the Premises without any right to do so having been conferred on them by Plaintiff or Plaintiff's predecessor-in-interest, TSJ.

10. Based on the foregoing, the Defendants originally had the right or privilege to occupy the Premises pursuant to the Lease, but such right or privilege has terminated.

11-12. Paragraphs 12 and 13 of Count One are incorporated as Paragraphs 12 and 13 of this Count Two.

**Count Three: Never had the Right or Privilege to Occupy the Premises
(as to Forchetti)**

1-6. Paragraphs 1 through 6 of Count One are incorporated as Paragraphs 1 through 6 of this Count Three.

7. In or about 2016, following a series of membership interest sales, Forchetti, upon information and belief, came to solely own Fuun House Productions, and at such time, took possession of the Premises without any right to do so having been conferred on him by Plaintiff or Plaintiff's predecessor-in-interest.

8. Based on the foregoing, Forchetti never had the right or privilege to occupy the Premises.

9-10. Paragraphs 12 and 13 of Count One are incorporated as Paragraphs 9 and 10 of this Count Three.

WHEREFORE, the Plaintiff claims:

1. Judgment for immediate possession of the premises;
2. Forfeiture of the Defendants' Possessions and Personal Effects in accordance with

Section 47a-42a of the Connecticut General Statutes.

THE PLAINTIFF,
TAOM HERITAGE NEW HAVEN LLC

By: /s/ Jay R. Lawlor
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CERTIFICATION

I hereby certify that a copy of the foregoing was mailed, postage prepaid, or emailed to all counsel and pro se parties of record on this 12th day of October, 2018, as follows:

Anthony P. Dicrosta, Esq.
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1948 Chapel Street
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/s/ Jay R. Lawlor _____
Jay R. Lawlor